

---

# ELA WARRANTY POLICY

**DOCUMENT ID:** PO-MG-04 **DOC.REV.:** 02

**APPROVED BY:** Senior Management

**DATE APPROVED:** August 2017

---

This warranty is applicable only to Fagerhult group branded products sold in Australia and New Zealand.

## 1. Warranty period

Subject to the provisions set forth in the Warranty Terms and Conditions below, the Purchaser receives a warranty for a period of five (5) years from the date of purchase for products with control gear rated at a minimum of 50,000 hours. Products with control gear rated less than 50,000 hours have a warranty as described in the relevant product data sheet.

## 2. Limited warranty

The warranty as described herein shall only apply to Fagerhult group branded products (hereinafter referred to as "Product") sold by ELA or one of its subsidiaries (hereinafter referred to as "ELA") in the territory of Australia and New Zealand. The warranty is only applicable to the party purchasing the products directly from ELA (hereinafter referred to as "Purchaser").

ELA warrants that each Product will be free from defects in material and workmanship. If a product fails to operate in accordance with this warranty ELA will provide free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms set forth below.

## 3. Terms and Conditions

- Warranty period starts on the date of invoice.
- The product has to be installed, used and maintained in accordance to Fagerhult/ELA specifications, guidelines and instructions and with usage in accordance to IEC switching cycles.
- Permissible limits pursuant to applicable technical standards and product specifications relating to temperatures and voltage must not be exceeded.
- In the event of installation in particularly extreme environmental conditions, written consent for such installation must be obtained from ELA. This manufacturer's warranty shall not apply if no written consent is obtained.

**MELBOURNE**  
EAGLE LIGHTING VIC

17-19 Jets Court  
Melbourne Airport VIC 3045  
P 03 9344 7444  
F 03 9344 7433

**SYDNEY**  
EAGLE LIGHTING NSW

Unit 4, 21 Mars Road  
Lane Cove NSW 2066  
P 02 9420 5799  
F 02 9420 5988

**BRISBANE**  
EAGLE LIGHTING QLD

53 Caswell Street  
East Brisbane QLD 4169  
P 07 3891 0744  
F 07 3891 0755

**eaglelightingaustralia**  
'Member of the Fagerhult Group'

- The product must not be exposed to any unintended mechanical and/or chemical loads.
- Warranty period is based on a maximum usage of 4,000 hours per year.
- Any modification of the Products, such as software upgrades or function improvements, must only be performed by ELA or by a third party appointed by ELA.
- ELA 's warranty flows only to the Purchaser. If any product covered by this warranty is returned to ELA by the Purchaser in accordance with section 5 and within the applicable warranty period set forth in the warranty policy and upon examination ELA determines to its satisfaction that such Product failed to satisfy this warranty, ELA will, at its option, repair or replace the Product or the defective part thereof, or reimburse the Purchaser for the purchase price. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation activities, costs or expenses, including without limitation, labour costs or expenses.
- If ELA chooses to replace the Product and is not able to do so because it has been discontinued or is not available, ELA may refund the Purchaser or replace the Product with a comparable product (which may have small deviations in design and product specification).
- No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of ELA, in any matter.
- This limited warranty only applies when the Product has been properly installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify ELA in writing.
- Third party products sold by ELA are not covered under this warranty, except as indicated in section 6.
- This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including but not limited to those contained in the latest safety, industry and/or electrical standards for the region.
- For products which are connected by remote gear, this warranty only applies when used with an appropriate ballast as prescribed by ELA.
- A mortality rate or mean time between failures (MTBF) of 0.2% per 1,000 running hours is considered to be normal and hence not covered by any warranty conditions.
- Consumable products including, but not limited to; fluorescent tubes, lamps, low-voltage lampholders, remote controls, sensors and push buttons are not covered by this warranty.
- Warranty period for all batteries supplied in our products is 12 months, provided the batteries have been commissioned in accordance with the manufacturer's instructions.
- Defects due to software errors, bugs, and viruses or similar are not covered by this warranty.

**MELBOURNE**  
EAGLE LIGHTING VIC

17-19 Jets Court  
Melbourne Airport VIC 3045  
P 03 9344 7444  
F 03 9344 7433

**SYDNEY**  
EAGLE LIGHTING NSW

Unit 4, 21 Mars Road  
Lane Cove NSW 2066  
P 02 9420 5799  
F 02 9420 5988

**BRISBANE**  
EAGLE LIGHTING QLD

53 Caswell Street  
East Brisbane QLD 4169  
P 07 3891 0744  
F 07 3891 0755

- A nominal reduction of the luminous flux in LED modules of 0.6% per 1,000 running hours is considered to be normal and hence not covered by any warranty conditions.
- Colour tolerances on LED modules are not covered by this warranty.
- Actual or measured luminous flux and efficacy may vary by +/- 10% from product specifications such as data sheets, product brochures and similar.
- In the event of subsequent deliveries of products, deviations in the light properties compared to previous deliveries may arise due to technological advancements. Such deviations are not covered by this warranty.
- This warranty shall be void in the event of any repairs or alterations not duly authorized by ELA in writing are made to the Product by any person. ELA reserves the right to make the final decision on the validity of any warranty claim.
- If requested by ELA, the non-conforming or defective Products shall become ELA's property as soon as they have been replaced.

#### 4. Warranty claims

All warranty periods mentioned are subjected to an ELA representative having access to the failed product or system for verification of non-compliance. Warranty claims have to be reported and returned to ELA within 30 days after discovery, specifying at least the following information (additional information may be required at the request of ELA):

- Details of Products failed, including ELA item numbers
- Installation date, invoice date and invoice number
- Detailed problem description, total number of products installed and total number of products failed
- Application, hours burned and switching cycles.

#### 5. No implied or other warranties

- The warranty and remedies contained in the terms of the limited warranty are the only warranties given by ELA with respect to the Products and are given in lieu of all other warranties, whether expressed or implied, including without limitation warranties of merchantability or fitness for a particular purpose, which warranties are hereby disclaimed.
- These terms and conditions state ELA's entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by ELA to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if ELA has been advised or is aware of such defects.

##### MELBOURNE EAGLE LIGHTING VIC

17-19 Jets Court  
Melbourne Airport VIC 3045  
P 03 9344 7444  
F 03 9344 7433

##### SYDNEY EAGLE LIGHTING NSW

Unit 4, 21 Mars Road  
Lane Cove NSW 2066  
P 02 9420 5799  
F 02 9420 5988

##### BRISBANE EAGLE LIGHTING QLD

53 Caswell Street  
East Brisbane QLD 4169  
P 07 3891 0744  
F 07 3891 0755

## 6. Limitations and conditions

- This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions set forth in these terms and conditions.
- Costs associated with software updates or re-commissioning of third party control systems as a result of products failing to satisfy this warranty are not covered under this warranty.
- Upon request, ELA representatives have to be allowed to access the defective Product, system or application for verification of non-compliance.
- ELA cannot be held liable for electrical supply conditions, including supply spikes, over/under voltage and ripple current control systems that are beyond the specified limits of the products and those defined by relevant supply standards.
- The purchaser will upon request by ELA provide electrical stability reports at no cost to ELA for the purpose of eliminating electrical supply conditions as being the cause of failures.
- With respect to products sold to the Purchaser by ELA but not bearing the ELA name or other brands within the Fagerhult group, ELA makes no warranty of any kind, expressed or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Purchaser upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

**MELBOURNE**  
EAGLE LIGHTING VIC

17-19 Jets Court  
Melbourne Airport VIC 3045  
P 03 9344 7444  
F 03 9344 7433

**SYDNEY**  
EAGLE LIGHTING NSW

Unit 4, 21 Mars Road  
Lane Cove NSW 2066  
P 02 9420 5799  
F 02 9420 5988

**BRISBANE**  
EAGLE LIGHTING QLD

53 Caswell Street  
East Brisbane QLD 4169  
P 07 3891 0744  
F 07 3891 0755